



**Fiscal Review Committee
Contract #: 61852
Tracking #: 33103-01119**

- 1. Summary Letter**
- 2. Supplemental Documentation Form**
- 3. Special Contract Request**
- 4. Strategic Technology Solutions Endorsement Request**
- 5. Rule Exception Request**
- 6. Proposed Contract**



BILL LEE
GOVERNOR

STATE OF TENNESSEE
DEPARTMENT OF EDUCATION
NINTH FLOOR, ANDREW JOHNSON TOWER
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-0375

PENNY SCHWINN
COMMISSIONER

SUBMITTED VIA ELECTRONIC MAIL

TO: Fiscal Review Committee

FROM: Penny Schwinn, Commissioner

DATE: March 14, 2019

RE: Request to appear before the fiscal review committee regarding non-competitive contract for agency tracking #: 33103-01119

Please consider the enclosed request for a non-competitive contract with Harris, Mackessy, and Brennan, also known as HMB, Inc.

The contractor currently provides ePlan, the State's education grants management system (GMS). For the past six years, ePlan has served as the planning, funding, and reimbursement system for over \$6 billion in state and federal fiscal resources (including Basic Education Program funding) for all of Tennessee's school districts and state special school districts. This GMS allows districts to align several essential functions into a single, online system: completing district and school plans, applying for funding to align with these plans (both formula and competitive), utilizing the system to use state and federal funding more efficiently, receiving reimbursements for expenditures, and utilizing the monitoring tool for compliance and fidelity of implementation.

This contract will provide for ongoing hosting, maintenance, and technical support, as well as the provision of additional tools and enhancements that will be used to meet federal requirements, including a comparability tool and a per-pupil expenditure tool.

The current contract with HMB expires on June 30, 2019. It would be prohibitively expensive in terms of time and actual costs (>\$5 million at minimum) to replicate, launch, and troubleshoot a new system, retrain users, and integrate State systems with the new grants management system, resulting in significant challenges and potential disruptions in cash flow and processes to school districts. We have roughly 8,573 users (including State, district, and school users), and transitioning to a new GMS would require all users to be re-trained on the GMS. These users have also received extensive ongoing support and resources on use of this GMS over the past 6 years, and there would be both financial and time and labor costs associated with training and reorienting users across the state.

The proposed contract maximum liability is \$2,172,000.00 in state and federal funds for an initial three year term and an estimated maximum liability of \$3,620,000 if the State exercises both options to renew.

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Joanna Collins	*Contact Phone:	(615) 770-3869		
*Presenter's name(s):	Eve Carney, Joanna Collins, Andrea Thorsbakken, Elizabeth Fiveash, Aleah Guthrie				
Edison Contract Number: <i>(if applicable)</i>	61852	RFS Number: <i>(if applicable)</i>	33103-01119		
*Original or Proposed Contract Begin Date:	July 1, 2019	*Current or Proposed End Date:	June 30, 2022		
Current Request Amendment Number: <i>(if applicable)</i>		N/A			
Proposed Amendment Effective Date: <i>(if applicable)</i>		N/A			
*Department Submitting:		Education			
*Division:		Consolidated Planning & Monitoring			
*Date Submitted:		March 15, 2019			
*Submitted Within Sixty (60) days:		Yes			
<i>If not, explain:</i>		N/A			
*Contract Vendor Name:		Harris, Mackessy, and Brennan, Inc.			
*Current or Proposed Maximum Liability:		\$2,172,000.00			
*Estimated Total Spend for Commodities:		N/A			
*Current or Proposed Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY: 2020		FY: 2021		FY:2022	
\$845,000.00		\$688,500.00		\$638,500.00	
*Current Total Expenditures by Fiscal Year of Contract: N/A <i>(attach backup documentation from Edison)</i>					
FY:	FY:	FY:	FY:	FY	FY
\$	\$	\$	\$	\$	\$

Supplemental Documentation Required for
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IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		N/A	
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		N/A	
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		N/A	
*Contract Funding Source/Amount:			
State:	\$923,922.04	Federal:	\$1,248,077.96
<i>Inter-departmental:</i>	N/A	<i>Other:</i>	N/A
If “ <i>other</i> ” please define:		N/A	
If “ <i>interdepartmental</i> ” please define:		N/A	
Dates of All Previous Amendments or Revisions: (<i>if applicable</i>)		Brief Description of Actions in Previous Amendments or Revisions: (<i>if applicable</i>)	
N/A		N/A	
Method of Original Award: (<i>if applicable</i>)		N/A	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		All deliverables were discussed via phone calls and emails between the contractor and various department stakeholders. The department received a projected cost for each deliverable based on the time and labor required.	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		MTW Solutions and Oracle both provide grants management systems (GMS). However, HMB has provided ePlan to the state for the past six years, during which time we have made substantial investment into this system. Currently,	

Supplemental Documentation Required for
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	<p>ePlan serves as the planning, funding, and reimbursement system for over \$6 billion in state and federal fiscal resources per year (including Basic Education Program funding) for all of Tennessee's school districts and state special school districts. This GMS allows districts to align several essential functions into a single, online system: completing district and school plans, applying for funding to align with these plans (both formula and competitive), utilizing the system to use state and federal funding more efficiently, receiving reimbursements for expenditures, and utilizing the monitoring tool for compliance and fidelity of implementation. Today, ePlan hosts over 30 state and federal grants.</p> <p>It would be prohibitively expensive in terms of time and actual costs (>\$5 million at minimum) to replicate, launch, and troubleshoot a new system, retrain users, and integrate state systems with the new grants management system, resulting in significant challenges and potential disruptions in cash flow and processes to school districts. We have roughly 8,573 users (including State, district, and school users), and transitioning to a new GMS would require all users to be re-trained on the GMS. These users have also received extensive ongoing support and resources on use of this GMS over the past 6 years, and there would be both financial and time/labor costs associated with training and reorienting users across the state.</p>
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	<p>Additionally, one of the many benefits (other than exceptional service) of working with HMB is that they are able to cost effectively offer upgrades because they provide these services to 14 other states. For example, for the monitoring tool, Tennessee alone would have paid \$165,600. However, since other states used similar functionality, the shared cost was \$55,200 to Tennessee. HMB will continue to offer this cost sharing moving forward.</p>
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PENDING APPROVAL

Special Contract Request

This form should be utilized to facilitate contract and procurement requests that require the Chief Procurement Officer's prior approval and that of the Comptroller of the Treasury, as applicable.

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: agsprs.agsprs@tn.gov.

APPROVED		APPROVED	
CHIEF PROCUREMENT OFFICER	DATE	COMPTROLLER OF THE TREASURY	DATE

Request Tracking #	33103-01119
1. Contracting Agency	Department of Education
2. Type of Contract or Procurement Method	<input type="checkbox"/> No Cost <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Proprietary <input type="checkbox"/> Competitive Negotiation <input type="checkbox"/> Other _____
3. Requestor Contact Information	Andrea Thorsbakken, Andrea.Thorsbakken@tn.gov , (615) 291-5947
4. Brief Goods or Services Caption	Site hosting, maintenance, technical assistance, and enhancements to ePlan, the state's education grants management system (GMS)
5. Description of the Goods or Services to be Acquired	<p>The contractor will support and maintain ePlan, the state's education GMS. ePlan serves as the planning, funding, and reimbursement system for over \$6 billion per year in state and federal fiscal resources (including Basic Education Program (BEP) funding, which is the funding formula through which state education dollars are generated and distributed to Tennessee schools) for all of Tennessee's school districts and state special school districts. ePlan accommodates all funding streams (except local funds) used by school districts to carry out basic education and state programs, as well federal grant programs.</p> <p>This contract will provide for ongoing hosting, maintenance, and technical support, as well as the provision of additional tools (including the programming and fiscal monitoring tool and integration of the externally-built district and school planning tool) and enhancements (including a comparability tool and a per-pupil expenditure tool.)</p>
6. Proposed Contractor	Harris, Mackessy, & Brennan, Inc. (HMB)

Request Tracking #	33103-01119
7. Name & Address of the Contractor's principal owner(s) – NOT required for a TN state education institution	570 Polaris Parkway, Suite 125 Westerville, OH 43082
8. Proposed Contract Period – with ALL options to extend exercised <i>The proposed contract start date shall follow the approval date of this request.</i>	60 months (initial term of 36 months with 2 options to renew)
9. Strategic Technology Solutions ("STS") Pre-Approval Endorsement Request – information technology (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached
10. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
11. Human Resources Pre-Approval Endorsement Request – contracts with an individual, state employee training, or services related to the employment of current or prospective state employees	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
12. Are these goods or services currently available on a statewide contract? If YES, please explain why the current statewide contract is not being used for this procurement.	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES,
13. Maximum Contract Cost – with ALL options to extend exercised	Estimated \$2,172,000 for initial term of 36 months, estimated \$3,620,000 for 60 months
14. Was there an initial government estimate? If so, what amount?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES, \$
15. Cost Determination Used- How did agency arrive at the estimate of expected costs?	HMB provided a cost proposal that included hosting, maintenance, proposed enhancements, and technical support.
16. Explanation of Fair and Reasonable Price- Explain how agency determined that price is fair and reasonable	<p>The department determined that the costs of continuing to contract with HMB for ePlan are fair and reasonable in light of the financial costs and time that would be needed to procure a new GMS, integrate a new GMS with state systems, and retrain district, school, and state users. The department has invested significant time, effort, and resources into tailoring ePlan to our needs, making switching to a new vendor impractical.</p> <p>Additionally, because HMB currently provides a grants management system to 14 other states, they are able to spread the costs of development among customers and offer Tennessee a fair value.</p>

Request Tracking #	33103-01119
17. Documentation of Discussions with Contractor- How did agency document discussions with Contractor? Attach documentation to this request as applicable.	The TDOE will maintain documentation of correspondence.
18. Explanation of Need for or requirement placed on the State to acquire the goods or services	Tennessee distributes approximately \$6 billion per year in state and federal fiscal resources to all of Tennessee's school districts and state special school districts. A grants management system improves the state's ability to serve school districts and schools by automating the lifecycle of each grant, including the application, review and approval process, by reducing paperwork and errors, and by including multiple fiscal tools in one system.
	<p>Additionally, states are responsible for administering federal grant programs as well as ensuring that districts comply with federal requirements. These stem from various legal requirements, including the General Education Provisions Act (GEPA), the Uniform Grants Guidance (UGG), and Education Department General Administrative Regulations (EDGAR). Examples include requirements related to per-pupil expenditure reporting, demonstration of comparability, district and school annual plans, monitoring of school districts,</p> <p>A GMS, specifically ePlan, allows the state to house several tools and functions in one system and efficiently meet the federal requirements listed above. The laws and regulations usually do not specify how the state must meet the requirements; therefore, the department has implemented state-specific solutions that have been customized in the GMS. For example, states are required to monitor districts to verify that they are following federal grant requirements. However, how states conduct this monitoring is up to each state. The department created a state-specific results-based monitoring model for the Every Student Succeeds Act (ESSA) and the Individuals with Disabilities Education Act (IDEA) federal funds that Tennessee receives. This model includes a risk analysis that then assigns districts to a certain risk level and a corresponding monitoring instrument (e.g. self-assessment, desktop, or on-site) based on the risk level. HMB then used this model, at the department's direction, to create a monitoring tool in ePlan that houses the three monitoring instruments.</p>

Request Tracking #	33103-01119
<p>19. Proposed contract impact on current State operations</p>	<p>A GMS allows districts to align several essential functions into a single, online system: completing district and school plans, applying for funding to align with these plans (both formula and competitive), utilizing the system to use state and federal funding more efficiently, receiving reimbursements for expenditures, and utilizing the monitoring tool for compliance and fidelity of implementation.</p> <p>Specifically, prior to when the contractor began providing ePlan to the state in 2013, annual LEA budget and application procedures for grants were processed via Excel spreadsheets and Word documents, leading to significant inefficiencies and risk of error. In contrast, ePlan provides standardization across funding applications, automates fiscal processes and reports, reduces errors and paperwork, and greatly improves the efficiency of grant review and approval.</p> <p>Through the use of ePlan, we have streamlined processes for districts in planning and applying for grants; districts receive reimbursements in 5-7 days (formerly 2+ weeks).</p>
<p>20. Justification – Specifically explain why the goods or services should be acquired through the procurement method or contract type selected.</p>	<p>See attached sole source letter. Sole source procurement is justified because HMB owns, hosts, and maintains ePlan and is therefore the only vendor who can provide the system as it currently exists. It would not be possible to transition ePlan as it currently exists to a new vendor, because the state does not own ePlan. Therefore, any move to a different vendor would require procurement of an entirely new system for these services.</p> <p>It would be prohibitively expensive in terms of time and actual costs (>\$5 million at minimum) to replicate, launch, and troubleshoot a new system, retrain users, and integrate state systems with the new grants management system, resulting in significant challenges and potential disruptions in cash flow and processes to school districts. We have roughly 8,573 users (including State, district, and school users), and transitioning to a new GMS would require all users to be re-trained on the GMS. These users have also received extensive ongoing support and resources on use of this GMS over the past 6 years, and there would be both financial and time/labor costs associated with training and reorienting users across the state.</p> <p>Potential disruptions would put the state and districts at risk of non-compliance with federal requirements; for example, when the current contract ends on June 30, there are several deadlines and processes that will be occurring, including that allocations for federal and state funds need to be available to districts by July 1, and the school planning window is from May 1 to Sept. 1. It is essential that the GMS (or lack thereof) not act as a barrier to districts in being able to implement basic grant activities., it is in the state's best interest to continue to contract with HMB for the provision of a grants management system. One of the many benefits (other than exceptional service) of working with HMB is that they are able to cost effectively offer upgrades because they provide these services to 14 other states. For example, for the monitoring tool, Tennessee alone would have paid \$165,600. However, since other states used similar functionality, the shared cost was \$55,200 to Tennessee. HMB will continue to offer this cost sharing moving forward.</p> <p>Further, through the use of ePlan, we have streamlined processes for districts in planning and applying for grants; districts receive reimbursements in 5-7 days (formerly 2+ weeks).</p>

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For No Cost and Revenue Contracts Only	
21. What costs will the State incur as a result of this contract? If any, please explain.	N/A
22. What is the total estimated revenue that the State would receive as a result of this contract?	N/A
23. Could the State also contract with other parties interested in entering substantially the same agreement? Please explain.	<input type="checkbox"/> NO <input type="checkbox"/> YES
24. Summary of State responsibilities under proposed contract	N/A
For Sole Source and Proprietary Procurements Only	
25. Evidence of Contractor's experience & length of experience providing the goods or services to be procured.	HMB was founded in 1994. HMB has 15 years' experience in providing education software products and currently provides a grants management system to fifteen states, including Tennessee. HMB has provided ePlan to the TN for 6 years.
26. Has the contracting agency procured the subject goods or services before? If yes, provide the method used to purchase the goods or services and the name and address of the contractor.	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, Method: Sole Source Name/Address: Harris, MacKessey, & Brennan 570 Polaris Parkway, Suite 125 Westerville, OH 43082
27. Contractor selection process and efforts to identify reasonable, competitive, procurement alternatives	When ePlan was originally procured by the state in 2013, Ohio had purchased the grants management system from HMB using federal funds. Therefore it was gifted by Ohio to Tennessee and other states to be used for the same purpose. Over the past six years, ePlan has been customized to our specifications, and it now provides districts with one tool to address all fiscal planning needs, including federal and state funding streams, the fiscal and programming monitoring tool, and integration of the external planning tool. If we were to pursue a new solicitation to replace this well-established platform, we would need to start over with a new product which would represent a significant financial and labor cost. See attached sole source letter.
Signature Required for all Special Contract Requests	

Request Tracking #

33103-01119

Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)

Dr. Penny
Schwinn_jc

Signature:

Digitally signed by Dr. Penny Schwinn_jc
DN: cn=Dr. Penny Schwinn_jc, o, ou,
email=joanna.collins@tn.gov, c=US
Date: 2019.03.13 15:35:02 -05'00'

Date:



February 26, 2019

Tennessee Department of Education
710 James Robertson Parkway
Andrew Johnson Tower, 9th Floor
Nashville, TN 37243

To Whom It May Concern:

This letter confirms that Harris, Mackessy & Brennan, Inc., doing business as HMB Information System Developers (Fed Tax ID: [REDACTED]) is the sole source vendor for the conceptualization, development, and implementation for the ePlan system used by the Tennessee Department of Education and its LEAs and schools throughout the state.

HMB developed this system; trained agency, LEA, and school staff on how to use the system; hosts the system; has performed all programming technical support and enhancements to the system; and has provided user support.

As the sole source vendor for the ePlan system, HMB attests that its staff is uniquely qualified to provide the level of support that the TDOE became accustomed to during the development, implementation, and continued execution of the system. No other vendor would have the background knowledge or expertise to effectively host, administer, enhance, or support the system.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Mackessy'.

John Mackessy
HMB Partner and CFO

570 Polaris Parkway, Suite 125, Westerville, Ohio 43082
T: 614.221.8831 F: 614.221.8858

www.hmbnet.com



STS Pre-Approval Endorsement Request E-Mail Transmittal

TO : STS Contracts
Department of Finance & Administration
E-mail : it.abc@tn.gov

FROM : Andrea Thorsbakken
E-mail : Andrea.Thorsbakken@tn.gov

DATE : Feb. 21, 2019 Received by STS on Thursday, February 21, 2019.

RE : Request for STS Pre-Approval Endorsement

Applicable RFS # 33103-01119

State Security Confidential Information Applicability

Under Tenn. Code Ann. §10-7-504(i) vendor identity or a description of the goods or services provided by the vendor shall be confidential.

☐ Applicable
☒ Not Applicable

Additional language is attached and endorsement is contingent upon inclusion of this additional language:

☐ Applicable
☒ Not Applicable

STS Endorsement Signature & Date:

Stephanie Dedmon,
CIO (WMH)

Digitally signed by Stephanie Dedmon, CIO (WMH)
DN: cn=Stephanie Dedmon, CIO (WMH), o=Tennessee
Department of Finance and Admin, ou=Strategic
Technology Solutions, email=william.hafley@tn.gov, c=US
Date: 2019.03.11 14:19:21 -05'00'

Chief Information Officer

NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.

Strategic Technology Solutions (STS) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with information technology as a component of the scope of service. This request seeks to ensure that STS is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

Please indicate STS endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Applicable RFS # 33103-01119	
Contracting Agency	Department of Education
Agency Contact (name, phone, e-mail)	Andrea Thorsbakken, Andrea.Thorsbakken@tn.gov; (615) 291-5947
Attachments Supporting Request (mark all applicable) Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to STS. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. STS is aware that these documents will not have CPO signature when submitted with this request. <ul style="list-style-type: none"> <input type="checkbox"/> Solicitation Document <input checked="" type="checkbox"/> Special Contract Request <input type="checkbox"/> Amendment Request <input checked="" type="checkbox"/> Proposed Contract/Grant or Amendment <input type="checkbox"/> Original Contract/Grant and Previous Amendments (if any) 	
Information Systems Plan (ISP) Project Applicability To avoid delay of STS pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to STS. If necessary, agency IT staff should contact STS Planning with questions concerning the need for an ISP project. IT Director/Staff Name Confirming (required): Cliff Lloyd <ul style="list-style-type: none"> <input type="checkbox"/> Applicable – Approved ISP Project# <input checked="" type="checkbox"/> Not Applicable 	
Subject Information Technology Service Description Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract or solicitation sections related to the IT services. <p>A.2. <u>Background.</u> The Contractor's electronic grants management system (GMS) was originally acquired by the State in 2013. This platform, known as ePlan in Tennessee, serves as the planning, grant application, monitoring, reporting, and reimbursement platform for all of the local educational agencies (LEAs) and special school districts in Tennessee, managing over \$6 billion in state and federal funding annually. ePlan now accommodates all funding streams used by LEAs to carry out basic education and other state programs, as well as federal Grant programs. In addition, ePlan also houses InformTN, the state's planning tool, as well as the state's monitoring tool. ePlan also serves as a document repository for both the state and LEAs.</p> <p>A.3. Definitions:</p> <ul style="list-style-type: none"> a. .net Framework: A software framework developed by Microsoft that runs primarily on Microsoft Windows that is used for building, deploying, and running applications. b. Address Book: Function in ePlan for each LEA that displays all users, roles, and contact information for LEA and State users. c. Assurances: A statement, acknowledgement, and agreement that what an LEA submits within ePlan is accurate and complete to the best of the user's knowledge and that the LEA will comply with all of the terms and conditions of the Grant. 	

Applicable RFS # 33103-01119
<p>d. Budget Object Code: A specific service, commodity, or item for which funds are expended.</p> <p>e. Budget Function Code: A specific category of expenditures representing the broad use of funds, such as general education instruction, special education support services, human resources, etc.</p> <p>f. Bulk Upload: The functionality to upload data files where the information will then populate into the appropriate funding application.</p> <p>g. Checklist: Tool that the State uses to communicate with LEAs to identify the status of certain application requirements.</p>
<p>h. Child Item: A class or type of item that is determined by how parent items behave in an application or instrument.</p> <p>i. Comparability: To be eligible to receive Title I funds, the LEA must use state and local funds to provide services in Title I schools that are at least comparable to services provided in non-Title I schools. If the LEA serves all of its schools, or all schools within a particular grade span, with Title I funds, the LEA must use state and local funds to provide services that are substantially comparable in each school.</p> <p>j. Complex Grant Application: A type of funding application that contains program pages, budgetary pages, assurances, and related documents. With a complex grant application, recipients usually must answer programmatic questions and complete a budget in order to receive funds.</p> <p>k. Edison: Accounting system of the State which provides a variety of functions including grant reimbursements to LEAs.</p> <p>l. ePlan: The State's electronic online grants management system (GMS). ePlan is an online platform that provides access to federal and state grants applications and budget processes.</p> <p>m. Every Student Succeeds Act ("ESSA"): Federal law that reauthorizes the Elementary and Secondary Education Act ("ESEA"), the nation's national education law and longstanding commitment to equal opportunity for all students. ESSA requires that all districts and schools annually complete an Annual Plan to be eligible for federal funding.</p> <p>n. Final Expenditure Report: The fiscal year-end report that details for each grant the total of revenues and expenditures for the year, as well as the balance sheet as of the end of the fiscal year.</p> <p>o. Findings of Non-Compliance: A finding of non-compliance is potential result of a monitoring that will take the district longer than 10 business days to complete</p> <p>p. First-in, First-out ("FIFO"): A method of inventory valuation based on the assumption that the sale or usage of goods follows the same order in which they are bought, i.e. the earliest purchased or produced goods are removed and expensed first.</p> <p>q. Fiscal Year: The State's fiscal year is July 1–June 30.</p> <p>r. Flat File: A compressed file used to transmit data to Edison.</p>

Applicable RFS # 33103-01119

- s. Funding Application: An application within ePlan where LEAs apply and/or track the state or federal funds that they are receiving. Through a funding application, LEAs are able to provide their budget information and request for reimbursement
- t. Funding Application Summary Reports: This is a report that gives information on various aspects of the funding application, such as program details, budget information, and other various components.
- u. Grant: A grant is an award of financial assistance to a recipient to carry out a specific purpose.
- v. Grants Management System: A system that stores grant information, tracks approval processes, and disburses payments to grantees.
- w. InformTN ("Planning Tool"): InformTN is the Planning Tool that is housed within ePlan. InformTN provides the functionality for districts and schools to review their data, conduct a needs assessment to decide which data indicates a pressing issue for students, and develop an annual plan with goals, strategies, and action steps.
- x. Indirect Cost: Indirect costs represent the expenses of doing business that are not readily identified with a particular grant, contract, project function or activity, but are necessary for the general operation of the organization and the conduct of activities it performs.
- y. Interface: A shared boundary across which two separate components of a computer system exchange information.
- z. [REDACTED] A general-purpose web server from [REDACTED] that runs on [REDACTED] systems to serve requested HTML pages or files.
- aa. LEA Authorized Representative: A roles that is given to representatives within an LEA, who is usually but not always the superintendent or director of schools.
- bb. LEA Fiscal Representative: A role that is given to representatives within an LEA, who is usually the chief financial officer.
- cc. LEA Document Library: A document storage facility where the department and LEAs can upload files that are not publicly-accessible.
- dd. Local Education Agency ("LEA"): School district, special school, or Achievement School District ("ASD")
- ee. Monitoring Tool: The monitoring tool provides the State with a process and procedures to provide technical assistance to districts as well as oversee and monitor the implementation of federal programs.
- ff. Parent Item: A class or type of item that determines how other sub-items, known as child items, behave in an application or instrument.
- gg. Private School: Independent schools not administered by a local or state government.
- hh. Reimbursement Request: The process by which an LEA requests funds from a specific grant, which then generates a payment to the LEA from the approved grant budget.

Applicable RFS # 33103-01119

- ii. Schoolwide Consolidation: Combining of federal, local, or state funding sources to increase flexibility in how the funds are tracked and expended
 - jj. Set-Asides: Earmarks within a grant designated for a particular purpose.
 - kk. Simple Grant Application: A type of funding application that contains budgetary pages and related documents. With a simple grant application, recipients are automatically allocated funds and only need to create and submit a budget for approval.
 - ll. [REDACTED] A relational database management system developed by [REDACTED]. As a database server, it is a software product with the primary function of storing and retrieving data as requested by other software applications—which may run either on the same computer or on another computer across a network.
 - mm. State ePlan Administrator: An individual at the State department of education to maintain and manage ePlan functions and serve as a primary point of contact.
 - nn. TDOE Resources: A document storage facility within ePlan that is publicly-accessible.
 - oo. Tennessee School Directory ("SDE"): A platform that houses the department's official list of public and private districts and schools including names, grade bands, addresses, superintendents, and principals.
 - pp. Test Environment: A test environment mirrors the exact functionality of the live platform but does not make any changes to the actual production site.
 - qq. Validations: Automated or built-in tests or checks based on inputs.
 - rr. Workflow Steps: Within every application and plan, the process by which an application or plan or tool is approved.
- A.4. The Contractor shall maintain ePlan in accordance with the following:
- a. [REDACTED] The Contractor shall test and modify, if necessary, its GMS software to ensure compatibility with the most recent version of [REDACTED] within one year of a new [REDACTED] version being released.
 - b. .NET Framework: The Contractor shall test and modify, if necessary, its GMS software to ensure compatibility with the most recent version of the .NET Framework within one year of a new .NET Framework version being released.
 - c. [REDACTED] The Contractor shall test and modify, if necessary, its GMS software to ensure compatibility with the most recent version of [REDACTED] within one year of a new [REDACTED] version being released.
 - d. Web Browsers: The Contractor shall test and modify, if necessary, its GMS software to ensure compatibility with the most recent versions of Internet Explorer, Firefox, Chrome, and Safari within one year of a new web browser version being released.
 - e. Interface with State Systems: The State shall maintain the SDE which contains organizational information on LEAs and schools. The State shall make the SDE data available to ePlan for importing. The Contractor shall import organizational data from the SDE into ePlan nightly.

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- f. Data Transmission to State Systems: The Contractor shall transmit financial data from ePlan into other State-managed systems, such as but not limited to Edison, as requested by the State.
- g. Flat File Modification: ePlan shall be able to output a flat file of all State-approved reimbursement requests that have not been submitted to Edison for payment. The flat file will be modified to include necessary State and Edison accounting codes in ePlan in order to identify the proper source of payment using a first-in, first-out (FIFO) accounting methodology. The Contractor shall also modify ePlan to exclude other reimbursement requests from the flat file requests from the configuration as directed by the State (e.g. State special schools and state agencies).
 - (1) The Contractor shall develop functionality to allow the State to cancel or return a submitted reimbursement request within the same business day as State approval of the reimbursement request.
- h. LEA Document Library: The Contractor shall maintain an LEA Document Library.
 - (1) Per State specifications, the Contractor shall provide functionality for State administrators to create folders and types of documents to be uploaded by the LEAs through the State ePlan Administrator.
 - (2) After a document type is identified, the State shall be able to specify the LEAs that are required to upload that particular document type.
 - (3) The Contractor shall create an additional "search documents" page that allows State users to search for a particular document type and view results for all LEAs on one screen.
 - (4) The Contractor shall maintain the functionality of the LEA Document Library to display history tables for State and LEA users to track and view user uploads.
- i. Page-Specific Modifications: Per State specifications, the Contractor shall modify existing pages and processes to accommodate State categories or specifications. This includes but is not limited to program pages, set-asides, private school services, reimbursement requests, and final expenditure reports. Modifications will generally fall into one of three categories, depending on the complexity:
 - (1) Basic.
 - i. Hard-coded changes to page text that require no intelligence
 - ii. Changes to data in the data that does not require changes to presentation or business layer code or background procedures; these changes can typically be made without a code deployment.
 - (2) Moderate
 - i. Changes that require updates to existing code or background procedures
 - (3) Complex
 - i. Changes that require development of new code or background procedures or modification to database structure
- j. The Contractor shall provide fiscal reports and modify existing reports as requested by the State according to specifications provided by the State.
- k. The Contractor shall maintain ePlan Address Book functionality to simplify the workflow for LEAs.
- l. The Contractor shall provide the TDOE Resources functionality to enhance LEA ability to access necessary materials.
- m. The Contractor shall maintain general functionality to allow for schoolwide consolidation

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for LEAs.

- n. The Contractor shall provide a test environment for all state-level users to be able to view applications and tools prior to deployment to full production. The Contractor shall verify with the State at least one business day in advance of when data in the test site will be overridden.
- o. The Contractor shall maintain the functionality of the search screen which allows State users to select one or more LEAs as part of the search criteria. Once the results are returned, the user shall have the option to send a mass email, download the data, or view a summary screen.
- p. The Contractor shall maintain the funding application summary reports feature and provide additional reports as requested by the State.

- q. The Contractor shall continue to integrate sign-on functionality through the department's single sign-on (SSO).
- r. Term Conversion: The Contractor shall adjust naming conventions within ePlan as requested by the State.

A.5. Grants. The State requires data to be stored, accessed, and reported in a way in ePlan that provides direct mapping from names of grants in ePlan to sources of funds. This requirement is critical in the situation where a single grant funds a number of funding applications in ePlan. In order to improve traceability of funds, the Contractor shall provide the following functionality:

- a. All grants in ePlan shall include the following information as applicable to provide direct mapping to the State's accounting systems:
 - (1) FAIN: The Federal Award Identification Number that identifies the grant name (e.g. Title II) and the federal grant year in which the award was made.
 - (2) Edison Project ID: The Edison Project ID shall be provided by the State.
 - (3) For improved management of ePlan grants, all ePlan grant awards should also list the following three dates as applicable:
 - i. Date funds were awarded to the State
 - i. Final date to obligate funds
 - ii. Final date to submit reimbursement requests to the State
- b. The Contractor shall provide administrative reporting capabilities that provide both statewide totals and by-LEA totals for grants in ePlan which include FAIN, Edison Project ID, ePlan Grant Name, and Index/Source.
- c. The Contractor shall provide functionality to the email/notification services in ePlan to allow State officials to set notifications that include tailored data in ePlan that merges grant info (i.e. name and "Final Date to Obligate Funds"). The notification service shall provide parameters to identify all LEAs with, for example, "more than X number of funds available on grant Y with Federal Date to Obligate Funds of Z".

A.6. Funding Applications. The Contractor shall maintain the functionality of all funding applications currently within ePlan. The Contractor shall modify and extend all funding applications to the next fiscal year as requested by the State.

- a. The Contractor shall set up additional simple and complex funding applications to accommodate new grants available to LEAs as requested by the State within the timeline as agreed upon with the State.

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- b. Funding application setup shall include the following:
 - (1) Configuration: The Contractor shall configure an electronic funding application for each funding application that meets State specifications to include workflow steps, sections, pages, upload capability, assurances, and checklist items.
 - (2) Sections: Each funding application shall also include budget function codes, budget object codes, program details, related document types, validations, and other program-specific details as directed by the State.
 - (3) Source code updates and database structure modifications:
 - i. Payment: ePlan shall import a payment verification file from Edison and move State-approved payment requests into a "Released for Payment" status. ePlan shall also display a status of "Submitted to Edison for Payment" until Edison provides an email confirmation of payment.
 - ii. The ePlan budget functionality to identify which account number/line item combinations require narrative entries from the LEAs.
 - c. The Contractor shall provide updates specific to any funding application as requested by the State by deadlines determined in collaboration with the State.
 - d. The Contractor shall provide checklist functionality for all funding applications to enable reviewers to add general comments to inform LEAs of necessary corrections to applications.
 - e. Applications Workflows
The Contractor shall maintain application workflows for Funding Applications to allow LEAs to perform, at minimum, the following functions:
 - (1) Not Started
 - (2) Draft Started
 - (3) Draft Completed
 - (4) Approvals
 - (5) Revisions
 - (6) Final Expenditure Reports
 - (7) Additional functionality as requested by the State
 - f. In addition to the LEA permissions, state users will be able to approve or not approve funding applications and reimbursement requests.
 - g. The Contractor shall maintain functionality to allow single entry of LEA-approved indirect cost rates across all funding applications.
 - h. The Contractor shall provide functionality that automatically generates payments on a schedule defined by the State. The Contractor shall provide an administrative screen to display upcoming scheduled payments. The authorized State ePlan administrator will have the ability to adjust or override the amount of that scheduled payment by LEA.
- A.7. Planning Tool. The Contractor shall provide access to an externally-built Planning Tool (InformTN) for LEA and school-level plans into ePlan and other third party applications as needed.
- a. The external Planning Tool will be incorporated into the current ePlan framework. As a result of the functionality, users will have the ability to move throughout the different areas of ePlan and the external Planning Tool without the need to log in and out of ePlan.
 - b. Ongoing communication, functionality, and data sharing between the Contractor and the

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builder of InformTN will take place as needed throughout the remainder of the Contract to facilitate the continued seamless incorporation.

- c. The Contractor shall provide access to all prior year district and schools plans up to and including the 2018-19 school year.

A.8. Monitoring Tool. The Contractor shall develop and maintain functionality inside ePlan that allows the State to track the implementation and fidelity of grant programs and related fiscal processes through a monitoring tool that includes the following monitoring instruments: ESEA/IDEA self-assessment, ESEA/IDEA desktop monitoring, ESEA/IDEA on-site monitoring.

- a. The monitoring tool shall include the following functionality:

- (1) Monitoring tool entry screen will list all of the monitoring instruments available to an LEA. The assigned monitoring instrument will be determined by the State and communicated to the Contractor.
- (2) Monitoring instrument sections page for each instrument that will list all of the pages to be completed by the LEA
- (3) Monitoring instrument workflow:
 - i. Not Started
 - ii. Draft Started
 - iii. Draft Completed
 - iv. LEA IDEA Director Reviewed/Acknowledged
 - v. LEA IDEA Director Returned
 - vi. LEA ESEA Director Reviewed/Acknowledged
 - vii. LEA ESEA Director Returned
 - viii. LEA Authorized Representative Approved
 - ix. LEA Authorized Representative Returned
 - x. TDOE CPM Regional Consultant Reviewed/Acknowledged
 - xi. TDOE CPM Regional Consultant Returned
 - xii. TDOE CPM Reviewed/Acknowledged
 - xiii. TDOE CPM Returned
 - xiv. LEA Results Review Started
 - xv. Monitoring Closed
- (4) Print functionality
- (5) History log and create comment functionality
- (6) Issue review area that acts as a workspace for State users that is not viewable by the LEA at any point
- (7) Validation framework
- (8) Create configurable form that will allow the State to identify all of the monitoring requirements that are applicable to each LEA
- (9) Ability to upload related documents directly into a page of the monitoring instrument or tool
- (10) Ability to show links on a details page for documents that were uploaded on a related documents page
- (11) Ability to send automated emails to LEAs and applicable State users to indicate the status of a monitoring, remind LEA and applicable State users of upcoming deadlines, or notify LEA and applicable State users of overdue items.

- b. Monitoring Tool Administration:

- (1) State users shall be able to manage content and language for monitoring instrument pages and sections, or the Contractor shall make content and language changes at the request of the State.
- (2) The monitoring instrument shall be made available to State-identified LEA users.
- (3) State users shall be able to set deadline dates for workflow step sequences.

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	<p>(4) Contractor shall set up edit permissions (such as view only or view/edit) for a specific instrument workflow step/page combination as specified by state users.</p> <p>c. Monitoring Results. The monitoring results categories and descriptions shall be determined by the State. The Contractor shall provide within the monitoring tool a report that can be customized to share monitoring results, including the ability for State users to list and describe each of the following: noteworthy items, promising practices, recommendations, requirements, ten-day items, and findings of non-compliance</p> <p>(1) Requirements, ten-day items, and findings of non-compliance must have the following subsections:</p> <ul style="list-style-type: none"> i. Topic/Area: This area must pull the section, page, and area of the monitoring instrument to serve as the topic/area. This must be able to be customized by a State user if needed. ii. Description: A text box that allows a State user to describe why the area was not in compliance. iii. Action Step(s): A step or set of steps that the LEA must take to comply with the area. iv. Required Documentation: An area to list documentation that the district must upload to prove action steps were followed. The ability to list multiple required documents for each compliance item listed is necessary. v. Recurring: A yes/no dropdown that a State user can select from to note whether the same issue has occurred in the LEA in the past. vi. Deadline for Completion: A calendar and/or an area to list the number of business days until the item is due that will automatically calculate a date is necessary to communicate each deadline to the LEA. <p>(2) Ability for LEA to respond to findings of non-compliance, including a separate response area to upload documentation</p> <p>(3) Search screen to look up findings, 10-day items, and requirements that may or may not have a response</p> <p>(4) Ability to set up editable templates of findings and maintain a list of child action items from a drop-down list. These templates could then be optionally selected when creating a monitoring results report.</p> <p>(5) Completed monitoring results reports shall be made available for public access.</p> <p>d. Automated Deadline Emails: The Contractor shall create a process that checks monitoring workflow deadlines and monitoring results deadlines and notifies applicable LEAs when items are due or overdue.</p> <p>A.9. <u>Comparability Tool</u>. In order for the state to comply with federal requirements, the Contractor shall develop and maintain functionality inside ePlan that allows the State to track the implementation of fiscal processes and grant programs for all LEAs. The comparability tool shall be made available to all LEAs.</p> <p>a. The Comparability Tool shall include the following functionality:</p> <ul style="list-style-type: none"> (1) A cover page for LEA information (2) A school page and option to exempt out of comparability <ul style="list-style-type: none"> i. The school page in the comparability tool should automatically prepopulate from the school eligibility in the consolidated funding application. (3) Comparisons function to determine compliance using available methods including alternatives. The comparison function content and process will be determined by the State.

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(4)	Application workflow <ul style="list-style-type: none"> i. Not Started ii. Draft Started iii. Draft Completed iv. LEA ESEA Director Reviewed/Acknowledged v. LEA ESEA Director Returned vi. LEA Human Resources Director Reviewed/Acknowledged vii. LEA Human Resources Director Returned viii. LEA Authorized Representative Approved ix. LEA Authorized Representative Returned x. TDOE CPM Reviewed/Acknowledged xi. TDOE CPM Returned
(5)	Print functionality
(6)	History log and create comment functionality
(7)	Validation framework
(8)	Assurances page
b.	<p>Comparability Tool Administration:</p> <ul style="list-style-type: none"> (1) State users shall be able to manage content and language for comparability tool pages and sections, or the Contractor shall make content and language changes at the request of the State. (2) The comparability tool shall be made available to State-identified LEA users. (3) State users shall be able to set deadline dates for workflow step sequences. (4) State users shall be able to set up edit permissions (such as view only or view/edit) for a specific workflow step/page combination. (5) Maintain comparability landing page (6) Ability to upload documents directly into a related documents section. (7) Ability to send automated letters to LEAs to indicate the status of a comparability report.
c.	<p>Comparability Findings Plan: A LEA must submit a plan explaining the changes that they will make in order to meet comparability requirements as defined by the State. The comparability tool shall include a section that allows LEAs who do not meet comparability requirements to upload a comparability findings plan.</p> <ul style="list-style-type: none"> (1) LEAs shall have the ability to upload documents to a related documents section. (2) State users shall have access to a search screen to look up findings that have and have not been met.
d.	<p>Automated Deadline Emails: The Contractor shall create a process that checks comparability workflow deadlines and notifies applicable LEAs when items are due or overdue.</p>
A.10	<p><u>Per-Pupil Expenditure Tool.</u> The Contractor shall create a Per-Pupil Expenditure Tool in ePlan that allows LEA users to input federal, state, and local expenditures for each fiscal year. This tool shall display to each LEA a list of all of the schools within the LEA, including the school name and the school ID.</p> <ul style="list-style-type: none"> a. For each school, the district shall be able to input the following information in a table format, with each item below representing a single field: <ul style="list-style-type: none"> (1) Dollar amount of federal funds spent on salaries (2) Dollar amount of federal funds spent on benefits (3) Dollar amount of federal funds spent on instructional supplies (4) Dollar amount of federal funds spent on other school-specific expenditures (5) Dollar amount of state/local funds spent on salaries

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	<ul style="list-style-type: none"> (6) Dollar amount of state/local funds spent on benefits (7) Dollar amount of state/local funds spent on instructional supplies (8) Dollar amount of state/local funds spent on utilities (9) Dollar amount of state/local funds spent on school-specific expenditures (10) Dollar amount of school nutrition expenditures (federal and state/local combined)
b.	The tool shall display the total for items A.10.a(1) through (4) and A.10.a(5) through (9).
c.	For each LEA, the tool shall be reviewed and approved by the LEA Fiscal Representative and the LEA Authorized Representative.
d.	State users shall be able to download a report of the Per-Pupil Expenditure Tool for each LEA as well as for all LEAs.
e.	State users shall be able to upload average daily membership (ADM) data for each school.
A.11.	<u>LEA Fiscal Reports.</u> State and LEA users shall be able to download approved budgets and final expenditure reports in the user-friendly, readable, and printable format. These report templates shall be designed by the Contractor in collaboration with the State.
A.12.	The Contractor shall provide to the State technical support and hosting of ePlan, which shall include:
a.	Technical Support: The Contractor shall provide telephone, fax, and email support on business days during the hours of 7 a.m.–4 p.m. Central Time to assist in the configuration and use of the software. In addition, the Contractor shall adjust hours around critical deadline dates of the application as requested by the State.
b.	Problem Resolution. The Contractor shall correct, within three business dates (by providing workaround or correction in an upgrade), any reproducible software defects reported.
c.	New Fiscal Year Modifications. The Contractor shall make configuration updates to the budget, application details, and related documents pages for existing grants in preparation for the new fiscal year at no additional cost.
d.	New Enhancements. The Contractor shall transfer new enhancements completed for other states using the GMS that fit into ePlan at no additional cost.
e.	Business Expertise. The Contractor shall meet regularly with State staff to assist in preparing for current application processes, plan for future tasks, and discuss emerging trends in federal education grant policy.
f.	Reports. The Contractor shall make available a State Reports Module built on Microsoft's SQL Server Reporting Service (SSRS) Framework. Included in this support service will be the creation of reports that can be generated by the Contractor using Transact-SQL programming constructs.
g.	Ongoing Training. The Contractor shall be available to perform continuing training on the functions of ePlan as requested by the State. Ongoing training will be done remotely using web conferencing.
h.	Additional Work. The State may request, as its sole discretion, additional work involving

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the enhancement or modification of ePlan.

- i. Hosting is defined as the hosting of the ePlan website, database, and supporting and related documents and files. The Contractor shall host ePlan as part of the support services, delivering all of the benefits of the Microsoft Windows Azure cloud platform, including 99.9 percent monthly availability and the capability to scale resources during high traffic. The Contractor hosted solution also includes access to a reporting server that integrates with the ePlan reporting module. The Contractor shall also provide access to a test server which the State can use for LEA training and quality assurance testing. The Contractor hosted solution is included in the price of support.

A.13. For all applicable applications and tools, the Contractor shall provide software licenses including Keyoti RapidSpell and ABCpdf, third party tools used within ePlan to offer spell-checking and printer-friendly PDF capabilities within the application.

PENDING APPROVAL

Rule Exception Request

Use this document to request changes to Central Procurement Office templates, policies, or other procurement documents or to modify the “necessary contract clauses” identified in Tenn. Comp. R. & Reg. 0690-03-01-.17 (“CPO Rule 17”). Complete this document in conformity with CPO Rule 17, which is available [here](#). Send the completed document in PDF format to: Agsprs.Agsprs@tn.gov. All Rule Exception Requests are subject to review and approval by the Chief Procurement Officer. Rule Exception Requests that propose to modify any of CPO Rule 17’s necessary contract clauses shall be subject to review and approval by the Comptroller of the Treasury. Note: Any change to the template language regarding the Limitation of Contractor’s Liability shall be submitted using the Limitation of Contractor’s Liability Request.

<p>APPROVED</p> <hr style="border: 0.5px solid black;"/> <p>CHIEF PROCUREMENT OFFICER</p>	<p>APPROVED</p> <hr style="border: 0.5px solid black;"/> <p>COMPTROLLER OF THE TREASURY</p>
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Agency request tracking #	33103-01119
1. Procuring Agency	Department of Education
2. Edison contract ID #	TBD
3. Contractor or Grantee	Harris, Mackessy, & Brennan, Inc.
4. Contract’s Effective Date	July 1, 2019
5. Contract or grant contract’s Term (with ALL options to extend exercised)	60 months (initial term is 07/1/19–06/30/22 with 2 options to renew)
6. Contract’s Maximum Liability (with ALL options to extend exercised)	\$2 million estimated (initial term), \$3.5 million estimated (with all options to extend exercised)
<p>7. Citation and explanation of the rule(s) for which the exception is requested.</p> <p>MODIFICATIONS TO TEMPLATE PROVISIONS: Central Procurement Office Rule 0690-03-01-.16 states: “the terms and conditions of a contract subject to these Rules shall be written, in form and content, in accordance with CPO Policy”. Further, Rule 0690-03-01-.17 states “the form and content of all contract clauses shall be established by CPO Policy. This Rule shall also prescribe a procedure for approving exceptions or modifications to contract clauses prescribed or prohibited by this Rule or Central Procurement Office Policy.”</p> <p>TDOE requests an exception to this rule to make modifications and additions to standard and optional terms in the CPO fee-for-service template, using the approval procedure established by the rule.</p> <p>The terms to be modified are:</p> <p>i. E.7.e. Contractor Hosted Services Confidential Data, Audit, and Other Requirements</p>	
<p>8. Description of requested changes If adding new provisions or modifying existing provisions, insert the new or modified provisions in their entirety. Please provide red-lines or track changes to highlight any deviations from template language.</p> <p>E.7.e. The Contractor and any Subcontractor used by the Contractor to host State data, including data center vendors, shall be subject to an annual <u>biannual (every other year of the Contract Term)</u> engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants (“AICPA”) for a System and Organization Controls for service organizations (“SOC”) Type II audit. The State shall approve the SOC audit control objectives. The Contractor</p>	

shall provide the State with the Contractor's and Subcontractor's annual audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor and Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year ~~During the years that the Contractor is not engaging in a SOC Type II audit~~, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these audits as they are included in the Maximum Liability of this Contract.

9. Scope of Goods or Services Caption: Site hosting, maintenance, technical assistance, and enhancements to ePlan

10. Justification

The vendor requested that the SOC Type II audit be engaged every other year, rather than every year, as a SOC Type II audit can take up to twelve months to complete and may mean that the vendor is perpetually under audit, which is a distraction to the core work of the vendor. The TDOE conducted an internal risk analysis and consulted with the department's Chief Information Officer, and we believe that this change is justified for the following reasons: We have worked with this vendor to deliver ePlan for the past six years, and over this time the vendor has demonstrated consistently that they deliver a service that aligns closely with industry best practices for managed hosted software, and we note the vendors willingness to work with us on audit and user access control requirements in the past. They have also demonstrated significant stability and consistency in their service delivery practices and adherence to robust change controls. In consideration of this demonstrated pattern and in the interests of reducing costs to the state, the department wishes to allow this vendor to submit SOC II audit reports every second year with a letter outlining any changes to business practices that may impact the current SOC II report in the interim years.

Signature of Agency head or designee and date

Dr. Penny Schwinn_jc

Digitally signed by Dr. Penny Schwinn_jc

DN: cn=Dr. Penny Schwinn_jc, o, ou,

email=joanna.collins@tn.gov, c=US

Date: 2019.03.07 13:59:00 -06'00'



CONTRACT

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date July 1, 2019	End Date June 30, 2022	Agency Tracking # 33103-01119	Edison Record ID 61852		
Contractor Legal Entity Name Harris, Mackessy, & Brennan, Inc.			Edison Vendor ID 0000000431		
Goods or Services Caption (one line only) Site hosting, maintenance, technical assistance, and enhancements to ePlan					
Contractor <input checked="" type="checkbox"/> Contractor		CFDA # Various			
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2020	\$379,453.18	\$465,546.82	\$0.00	\$0.00	\$845,000.00
2021	\$297,234.43	\$391,265.57	\$0.00	\$0.00	\$688,500.00
2022	\$247,234.43	\$391,265.57	\$0.00	\$0.00	\$638,500.00
TOTAL:	\$923,922.04	\$1,248,077.96	\$0.00	\$0.00	\$2,172,000.00
Contractor Ownership Characteristics: <input type="checkbox"/> Minority Business Enterprise (MBE): <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Woman Business Enterprise (WBE) <input type="checkbox"/> Tennessee Service Disabled Veteran Enterprise (SDVBE) <input type="checkbox"/> Disabled Owned Business (DSBE) <input type="checkbox"/> Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees. <input type="checkbox"/> Government <input checked="" type="checkbox"/> Non-Minority/Disadvantaged <input type="checkbox"/> Other:					
Selection Method & Process Summary (mark the correct response to confirm the associated summary)					
<input type="checkbox"/> Competitive Selection <input checked="" type="checkbox"/> Other					
ePlan was originally procured by the State in 2013. Over the past six years, ePlan has been customized to the State's specifications, and it now provides LEAs with one tool to address all fiscal planning needs, including federal and state funding streams, the fiscal and programming monitoring tool, and the external planning tool. It is in the State's best interest to pursue a sole-source procurement with the contractor.					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					
Speed Chart (optional) Various		Account Code (optional) Various			

S U P P L E M E N T A L S U M M A R Y S H E E T

RFS Number		33103-01119							
Edison ID		61852							
Fiscal Year	Speedchart	Description	Department	Program	Fund	Project/ Grant Code	CFDA #	Account	Amount
2020	ED00001313	21st CCLC	3310901000	149997	25000	N/A	N/A	70899000	\$91,870.89
2020	ED00001179	Charter Schools	3310301000	345900	25000	EDESEACSP17ADMN	84.282A	70899000	\$27,370.89
2020	ED00001440	Charter Facilities	3310100000	345951	25000	N/A	N/A	70899000	\$27,265.63
2020	ED00000138	CSH	3310902000	545300	25000	N/A	N/A	70899000	\$7,265.63
2020	ED00000932	CPM	3310300000	149995	25000	N/A	84.010	70899000	\$168,967.03
2020	ED00001281	CTE Equipment	3314500000	402101	25000	N/A	N/A	70899000	\$10,265.63
2020	ED00000965	ESEA Admin	3310103000	149996	25000	N/A	N/A	70899000	\$12,000.00
2020	ED00000553	FRCs	3313200000	911900	25000	N/A	N/A	70899000	\$7,265.63
2020	ED00001236	IDEA	3313600000	644400	25000	EDIDEA61118DISC	84.027	70899000	\$59,741.78
2020	ED00000987	IEA	3313600000	644600	25000	N/A	N/A	70899000	\$112,265.63
2020	ED00000460	"LEA"Ps	3311900000	530000	25002	N/A	N/A	70899000	\$91,765.63
2020	ED00001439	McKinney-Vento	3310301000	346900	25000	EDESSAT0919ADMN	84.196	70899000	\$12,370.89
2020	ED00001172	NSFY	3314500000	432901	25000	N/A	N/A	70899000	\$10,265.63
2020	ED00001382	Perkins	3314500000	432700	25000	EDPERKADM19ADMN	84.048A	70899000	\$10,370.89
2020	ED00001345	Principal Ldrship	3310500000	869301	25000	N/A	N/A	70899000	\$32,000.00
2020	ED00000963	Project Aware	3310901000	519400	25000	ED0000GW15AAX15	93.243	70899000	\$7,370.89
2020	ED00001151	R2BR Coaching	3313900000	140104	25000	N/A	N/A	70899000	\$7,265.63
2020	ED00001199	R2BR Summer	3313900000	140105	25000	EDTDHSSLC19ADMN	93.575	70899000	\$10,370.89
2020	ED00000463	Safe Schools	3310901000	503000	25000	N/A	N/A	70899000	\$7,265.63
2020	ED00001352	School Improve	3310300000	372600	25000	EDESSAT1A19ADSI	84.010	70899000	\$43,112.67
2020	ED00001416	School Improve	3310300000	345502	25000	N/A	N/A	70899000	\$34,531.25
2020	ED00000574	State	3310103000	527500	25000	N/A	N/A	70899000	\$17,265.63
2020	ED00001360	Title II OCAO	3310500000	346305	25000	EDESSAT2A19STWD	84.367	70899000	\$22,000.00
2020	ED00000246	Voluntary Pre-K	3313200000	911400	25000	N/A	N/A	70899000	\$14,765.63
2021	ED00001313	21st CCLC	3310901000	149997	25000	N/A	N/A	70899000	\$90,671.88
2021	ED00001179	Charter Schools	3310301000	345900	25000	EDESEACSP17ADMN	84.282A	70899000	\$26,421.88
2021	ED00001440	Charter Facilities	3310100000	345951	25000	N/A	N/A	70899000	\$26,421.88
2021	ED00000138	CSH	3310902000	545300	25000	N/A	N/A	70899000	\$6,421.88
2021	ED00000932	CPM	3310300000	149995	25000	N/A	84.010	70899000	\$117,374.91
2021	ED00001281	CTE Equipment	3314500000	402101	25000	N/A	N/A	70899000	\$9,421.88
2021	ED00000553	FRCs	3313200000	911900	25000	N/A	N/A	70899000	\$6,421.88
2021	ED00001236	IDEA	3313600000	644400	25000	EDIDEA61118DISC	84.027	70899000	\$57,843.75
2021	ED00000987	IEA	3313600000	644600	25000	N/A	N/A	70899000	\$56,421.88
2021	ED00000460	"LEA"Ps	3311900000	530000	25002	N/A	N/A	70899000	\$90,671.88
2021	ED00001439	McKinney-Vento	3310301000	346900	25000	EDESSAT0919ADMN	84.196	70899000	\$11,421.88
2021	ED00001172	NSFY	3314500000	432901	25000	N/A	N/A	70899000	\$9,421.88
2021	ED00001382	Perkins	3314500000	432700	25000	EDPERKADM19ADMN	84.048A	70899000	\$9,421.88
2021	ED00001345	Principal Ldrship	3310500000	869301	25000	N/A	N/A	70899000	\$32,000.00
2021	ED00000963	Project Aware	3310901000	519400	25000	ED0000GW15AAX15	93.243	70899000	\$6,421.88
2021	ED00001151	R2BR Coaching	3313900000	140104	25000	N/A	N/A	70899000	\$6,421.88
2021	ED00001199	R2BR Summer	3313900000	140105	25000	EDTDHSSLC19ADMN	93.575	70899000	\$9,421.88

2021	ED00000463	Safe Schools	3310901000	503000	25000	N/A	N/A	70899000	\$6,421.88
2021	ED00001352	School Improve	3310300000	372600	25000	EDESSAT1A19ADSI	84.010	70899000	\$40,265.63
2021	ED00001416	School Improve	3310300000	345502	25000	N/A	N/A	70899000	\$16,843.75
2021	ED00000574	State	3310103000	527500	25000	N/A	N/A	70899000	\$16,421.88
2021	ED00001360	Title II OCAO	3310500000	346305	25000	EDESSAT2A19STWD	84.367	70899000	\$22,000.00
2021	ED00000246	Voluntary Pre-K	3313200000	911400	25000	N/A	N/A	70899000	\$13,921.88
2022	ED00001313	21st CCLC	3310901000	149997	25000	N/A	N/A	70899000	\$90,671.88
2022	ED00001179	Charter Schools	3310301000	345900	25000	EDESEACSP17ADMN	84.282A	70899000	\$26,421.88
2022	ED00001440	Charter Facilities	3310100000	345951	25000	N/A	N/A	70899000	\$26,421.88
2022	ED00000138	CSH	3310902000	545300	25000	N/A	N/A	70899000	\$6,421.88
2022	ED00000932	CPM	3310300000	149995	25000	N/A	84.010	70899000	\$117,374.91
2022	ED00001281	CTE Equipment	3314500000	402101	25000	N/A	N/A	70899000	\$9,421.88
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2022	ED00001172	NSFY	3314500000	432901	25000	N/A	N/A	70899000	\$9,421.88
2022	ED00001382	Perkins	3314500000	432700	25000	EDPERKADM19ADMN	84.048A	70899000	\$9,421.88
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2022	ED00000463	Safe Schools	3310901000	503000	25000	N/A	N/A	70899000	\$6,421.88
2022	ED00001352	School Improve	3310300000	372600	25000	EDESSAT1A19ADSI	84.010	70899000	\$40,265.63
2022	ED00001416	School Improve	3310300000	345502	25000	N/A	N/A	70899000	\$16,843.75
2022	ED00000574	State	3310103000	527500	25000	N/A	N/A	70899000	\$16,421.88
2022	ED00001360	Title II OCAO	3310500000	346305	25000	EDESSAT2A19STWD	84.367	70899000	\$22,000.00
2022	ED00000246	Voluntary Pre-K	3313200000	911400	25000	N/A	N/A	70899000	\$13,921.88
TOTAL									\$2,172,000.00

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF EDUCATION
AND
HARRIS, MACKESSY, & BRENNAN, INC.**

This Contract, by and between the State of Tennessee, Department of Education ("State") and Harris, Mackessy, & Brennan, Inc. ("Contractor"), is for the provision of ePlan, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a For-Profit Corporation.

Contractor Place of Incorporation or Organization: Westerville, Ohio

Contractor Edison Registration ID # 0000000431

A. SCOPE:

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Background. The Contractor's electronic Grants Management System ("GMS") was originally acquired by the State in 2013. This GMS, known as ePlan in Tennessee, serves as the planning, Grant application, monitoring, reporting, and reimbursement system for all of the Local Education Agencies ("LEAs") and special school districts in Tennessee, managing over \$6 billion in state and federal funding annually. ePlan now accommodates all funding streams used by LEAs to carry out basic education and other state programs, as well as federal Grant programs. In addition, ePlan also houses InformTN, the State's Planning tool, as well as the State's Monitoring Tool. ePlan also serves as a document repository for both the State and LEAs.
- A.3. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
 - a. .net Framework: A software framework developed by Microsoft that runs primarily on Microsoft Windows that is used for building, deploying, and running applications
 - b. Address Book: Function in ePlan for each LEA that displays all Users, roles, and contact information for LEA and State Users
 - c. Assurances: A statement, acknowledgement, and agreement that what an LEA submits within ePlan is accurate and complete to the best of the User's knowledge and that the LEA will comply with all of the terms and conditions of the Grant
 - d. Budget Object Code: A specific service, commodity, or item for which funds are expended
 - e. Budget Function Code: A specific category of expenditures representing the broad use of funds, such as general education instruction, special education support services, or human resources
 - f. Bulk Upload: The functionality to upload data files where the information will then populate into the appropriate Funding Application
 - g. Checklist: Tool that the State uses to communicate with LEAs to identify the status of certain application requirements
 - h. Child Item: A class or type of item that is determined by how Parent Items (defined in A.3.gg) behave in an application or instrument

- i. Comparability: To be eligible to receive Title I funds, the LEA must use state and local funds to provide services in Title I schools that are at least comparable to services provided in non-Title I schools. If the LEA serves all of its schools, or all schools within a particular grade span, with Title I funds, the LEA must use state and local funds to provide services that are substantially comparable in each school
- j. Complex Grant: A type of Grant within a Funding Application that contains program pages, budgetary pages, assurances, and related documents. With a Complex Grant, recipients usually must answer programmatic questions and complete a budget in order to receive funds
- k. Edison: Accounting system of the State which provides a variety of functions including Grant reimbursements to LEAs
- l. ePlan: The State's electronic online Grants Management System ("GMS"). ePlan is an online system that provides access to federal and state Grant applications and budget processes
- m. Every Student Succeeds Act ("ESSA"): Federal law that reauthorizes the Elementary and Secondary Education Act, the nation's national education law and longstanding commitment to equal opportunity for all students
- n. Final Expenditure Report: The fiscal year-end report that details for each Grant the total of revenues and expenditures for the year, as well as the balance sheet as of the end of the fiscal year
- o. Findings of Non-Compliance: A potential result of a monitoring that will take the LEA longer than 10 business days to complete
- p. First-in, First-out ("FIFO"): A method of inventory valuation based on the assumption that the sale or usage of goods follows the same order in which they are bought, i.e. the earliest purchased or produced goods are removed and expensed first
- q. Fiscal Year: The State's fiscal year is July 1–June 30
- r. Flat File: A compressed file used to transmit data to Edison
- s. Funding Application: An application within ePlan where LEAs apply and/or track the state or federal funds that they are receiving. Through a funding application, LEAs are able to provide their budget information and request for reimbursement
- t. Funding Application Summary Reports: A report that gives information on various aspects of the funding application, such as program details and budget information
- u. Grant: An award of financial assistance to a recipient to carry out a specific purpose
- v. Grants Management System ("GMS"): A system that stores Grant information, tracks approval processes, and disburses payments to grantees
- w. InformTN ("Planning Tool"): InformTN is the Planning Tool that is housed within ePlan. ESSA requires that all LEAs and schools complete an annual plan to be eligible for federal funding. InformTN provides the functionality for LEAs and schools to review their data, conduct a needs assessment to decide which data indicates a pressing issue for students, and develop an annual plan with goals, strategies, and action steps.
- x. Indirect Cost: Indirect costs represent the expenses of doing business that are not readily identified with a particular Grant, contract, project function or activity, but are necessary for the general operation of the organization and the conduct of activities it performs

- y. Individuals with Disabilities Education Act (“IDEA”): Federal legislation that ensures students with a disability are provided with a free appropriate public education (“FAPE”) that is tailored to their individual needs
- z. Interface: A shared boundary across which two separate components of a computer system exchange information
- aa. Internet Information System (“IIS”): A general-purpose web server from Microsoft that runs on Windows systems to serve requested HTML pages or files
- bb. LEA Authorized Representative: A roles that is given to representatives within an LEA, who is usually but not always the superintendent or director of schools
- cc. LEA Fiscal Representative: A role that is given to representatives within an LEA, who is usually the chief financial officer
- dd. LEA Document Library: A document storage facility where the State and LEAs can upload files that are not publicly-accessible
- ee. Local Education Agency (“LEA”): School district, state special school, or Achievement School District (as defined in Tenn. Code Ann. § 49-1-614, the Achievement School District is a school system in Tennessee, managed and operated by the State, providing academic intervention in the lowest performing schools in Tennessee, with the goal of increasing student achievement in those schools).
- ff. Monitoring Tool: The Monitoring Tool provides the State with a process and procedures to provide technical assistance to LEAs as well as oversee and monitor the implementation of federal programs
- gg. Parent Item: A class or type of item that determines how other sub-items, known as Child Items (defined in A.3.h), behave in an application or instrument
- hh. Private School: Independent schools not administered by a local or state government
- ii. Reimbursement Request: The process by which an LEA requests funds from a specific Grant, which then generates a payment to the LEA from the approved Grant budget
- jj. Schoolwide Consolidation: Combining of federal, local, or state funding sources to increase flexibility in how the funds are tracked and expended
- kk. Set-Asides: Earmarks within a Grant designated for a particular purpose
- ll. Simple Grant: A type of Grant within a Funding Application that contains budgetary pages and related documents. With a Simple Grant, recipients are automatically allocated funds and only need to create and submit a budget for approval.
- mm. SQL Server: A relational database management system developed by Microsoft. As a database server, it is a software product with the primary function of storing and retrieving data as requested by other software applications—which may run either on the same computer or on another computer across a network.
- nn. State ePlan Administrator: An individual at the State department of education designated to maintain and manage ePlan functions and serve as a primary point of contact
- oo. TDOE Resources: A document storage facility within ePlan that is publicly-accessible
- pp. Tennessee School Directory, also referred to as State Department of Education (“SDE”): A platform that houses the State’s official list of public and private LEAs and schools including names, grade bands, addresses, superintendents, and principals

- qq. Test Environment: A Test Environment mirrors the exact functionality of the live GMS but does not make any changes to the actual production site
- rr. User: An ePlan User role provides an individual with the ability to perform specific functions within ePlan. The User role options are determined by the State. A list of all User options can be found in Attachment A. A User who is employed by the State of Tennessee is a State User.
- ss. Validations: Automated or built-in tests or checks based on inputs
- tt. Workflow Steps: Within every application and plan, the process by which a Funding Application, plan, or tool is approved

A.4. The Contractor shall maintain ePlan in accordance with the following:

- a. IIS: The Contractor shall test and modify, if necessary, its GMS software to ensure compatibility with the most recent version of IIS within one year of a new IIS version being released.
- b. .NET Framework: The Contractor shall test and modify, if necessary, its GMS software to ensure compatibility with the most recent version of the .NET Framework within one year of a new .NET Framework version being released.
- c. SQL Server: The Contractor shall test and modify, if necessary, its GMS software to ensure compatibility with the most recent version of SQL Server within one year of a new SQL Server version being released.
- d. Web Browsers: The Contractor shall test and modify, if necessary, its GMS software to ensure compatibility with the most recent versions of Internet Explorer, Firefox, Chrome, and Safari within one year of a new web browser version being released.
- e. Interface with SDE: The State shall maintain the SDE which contains organizational information on LEAs and schools. The State shall make the SDE data available to ePlan for importing. The Contractor shall import organizational data from the SDE into ePlan nightly.
- f. Data Transmission to State Systems: The Contractor shall transmit financial data from ePlan into other State-managed systems, such as Edison, as requested by the State.
- g. Flat File Modification: ePlan shall be able to output a Flat File of all State-approved Reimbursement Requests that have not been submitted to Edison for payment. The Flat File will be modified to include necessary State and Edison accounting codes in ePlan in order to identify the proper source of payment using a FIFO accounting methodology. The Contractor shall also modify ePlan to exclude other Reimbursement Requests from the Flat File requests from the configuration as directed by the State (e.g. state special schools and state agencies).
 - (1) The Contractor shall develop functionality to allow the State to cancel or return a submitted Reimbursement Request within the same business day as State approval of the Reimbursement Request.
- h. LEA Document Library: The Contractor shall maintain an LEA Document Library.
 - (1) Per State specifications that will be provided by the State as needed during the Contract Term, the Contractor shall provide functionality for State Users to create folders and types of documents to be uploaded by the LEAs through the State ePlan Administrator.
 - (2) After a document type is identified, the State shall be able to specify the LEAs that are required to upload that particular document type.

- (3) The Contractor shall create an additional “search documents” page that allows State Users to search for a particular document type and view results for all LEAs on one screen.
 - (4) The Contractor shall maintain the functionality of the LEA Document Library to display history tables for State and LEA Users to track and view User uploads.
- i. Page-Specific Modifications: Per State specifications that will be provided by the State as needed during the Contract Term, the Contractor shall modify existing pages and processes to accommodate State categories or specifications. This includes program pages, Set-Asides, Private School services, Reimbursement Requests, and Final Expenditure Reports. Modifications will generally fall into one of three categories, depending on the complexity:
 - (1) Basic.
 - i. Hard-coded changes to page text that require no intelligence
 - ii. Changes to data that do not require changes to presentation or business layer code or background procedures; these changes can typically be made without a code deployment.
 - (2) Moderate
 - i. Changes that require updates to existing code or background procedures
 - (3) Complex
 - i. Changes that require development of new code or background procedures or modification to database structure
- j. The Contractor shall provide fiscal reports and modify existing reports as requested by the State according to specifications provided by the State.
- k. The Contractor shall maintain ePlan Address Book functionality to simplify the workflow for LEAs.
- l. The Contractor shall provide the TDOE Resources functionality to enhance LEA ability to access necessary materials.
- m. The Contractor shall maintain the GMS to allow for Schoolwide Consolidation for LEAs.
- n. The Contractor shall provide a Test Environment for all State Users to be able to view applications and tools prior to deployment to full production. The Contractor shall verify with the State at least one business day in advance of when data in the test site will be overridden and deployed to full production. This is needed to ensure that the State has an opportunity to verify that all updates were successfully moved from the test site to the production site.
- o. The Contractor shall maintain the functionality of the search screen which allows State Users to select one or more LEAs as part of the search criteria. Once the results are returned, the State User shall have the option to send a mass email, download the data, or view a summary screen.
- p. The Contractor shall maintain the Funding Application summary reports feature and provide additional reports as requested by the State.
- q. The Contractor shall continue to integrate sign-on functionality through the State’s single sign-on (“SSO”).
- r. Term Conversion: The Contractor shall adjust naming conventions within ePlan as requested by the State.
- s. The Contractor shall provide spell-check and print capabilities for all pages within ePlan as directed by the State.

- A.5. Grants. The State requires data to be stored, accessed, and reported in a way in ePlan that provides direct mapping from names of Grants in ePlan to sources of funds. This requirement is critical in the situation where a single Grant funds a number of funding applications in ePlan. In order to ensure traceability of funds, the Contractor shall provide the following functionality:
- a. All Grants in ePlan shall include the following information as applicable to provide direct mapping to the State's accounting systems:
 - (1) FAIN: The Federal Award Identification Number that identifies the Grant name (e.g. Title II) and the federal Grant Fiscal Year in which the award was made.
 - (2) Edison Project ID: The Edison Project ID shall be provided by the State.
 - (3) For improved management of ePlan Grants, all ePlan Grant awards should also list the following three (3) dates as applicable:
 - i. Date funds were awarded to the State
 - ii. Final date to obligate funds
 - iii. Final date to submit Reimbursement Requests to the State
 - b. The Contractor shall provide administrative reporting capabilities that provide both statewide totals and by-LEA totals for Grants in ePlan which include FAIN, Edison Project ID, ePlan Grant Name, and Index/Source.
 - c. The Contractor shall provide functionality to the email/notification services in ePlan to allow State officials to set notifications that include tailored data in ePlan that merges Grant info (i.e. name and "Final Date to Obligate Funds"). The notification service shall provide parameters to identify all LEAs with, for example, "more than X number of funds available on Grant Y with Federal Date to Obligate Funds of Z".
- A.6. Funding Applications. The Contractor shall maintain the functionality of all Funding Applications currently within ePlan (listed in Attachment B). The Contractor shall modify and extend all Funding Applications to the next Fiscal Year as requested by the State.
- a. The Contractor shall set up additional Simple and Complex Grant Funding applications to accommodate new Grants available to LEAs as requested by the State within the timeline as agreed upon with the State.
 - b. Funding Application setup shall include the following:
 - (1) Configuration: The Contractor shall configure an electronic Funding Application for each Funding Application that meets State specifications to include Workflow Steps, sections, pages, upload capability, Assurances, and Checklist items.
 - (2) Sections: Each Funding Application shall include Budget Function Codes, Budget Object Codes, program details, related document types, Validations, and other program-specific details as directed by the State.
 - (3) Source code updates and database structure modifications:
 - i. Payment: ePlan shall import a payment verification file from Edison and move State-approved payment requests into a "Released for Payment" status. ePlan shall also display a status of "Submitted to Edison for Payment" until Edison provides an email confirmation of payment.
 - ii. The ePlan budget functionality to identify which account number/line item combinations require narrative entries from the LEAs.
 - c. The Contractor shall provide updates specific to any Funding Application as requested by the State by deadlines determined in collaboration with the State.
 - d. The Contractor shall provide Checklist functionality for all Funding Applications to enable reviewers to add general comments to inform LEAs of necessary corrections to Funding Applications.
 - e. Funding Application Workflows
The Contractor shall maintain application workflows for Funding Applications to allow LEAs to perform, at minimum, the following functions:

- (1) Not Started
- (2) Draft Started
- (3) Draft Completed
- (4) Approvals
- (5) Revisions
- (6) Final Expenditure Reports
- (7) Additional functionality as requested by the State

- f. In addition to the LEA permissions, State Users shall have the ability in ePlan to approve or not approve Funding Applications and Reimbursement Requests.
 - g. The Contractor shall maintain functionality to allow single entry of LEA-approved Indirect Cost rates across all funding applications.
 - h. The Contractor shall provide functionality that automatically generates payments on a schedule defined by the State. The Contractor shall provide an administrative screen to display upcoming scheduled payments. The State ePlan administrator will have the ability to adjust or override the amount of that scheduled payment by LEA.
- A.7. Planning Tool. The Contractor shall provide an external Planning Tool (InformTN) for LEA and school-level plans and other third party applications as needed.
- a. The external Planning Tool will be incorporated into the current ePlan framework in collaboration with the InformTN vendor. As a result of the functionality, Users will have the ability to move throughout the different areas of ePlan and the external Planning Tool without the need to log in and out of ePlan.
 - b. Ongoing communication, functionality, and data sharing between the Contractor and the InformTN vendor will take place as needed throughout the remainder of the Contract to facilitate the continued seamless incorporation.
 - c. The Contractor shall provide access to all prior year LEA and schools plans up to and including the 2018-19 school year.
- A.8. Monitoring Tool. The Contractor shall develop and maintain functionality inside ePlan that allows the State to track the implementation and fidelity of Grant programs and related fiscal processes through a Monitoring Tool that includes the following monitoring instruments: ESEA/IDEA self-assessment, ESEA/IDEA desktop monitoring, ESEA/IDEA on-site monitoring.
- a. The Monitoring Tool shall include the following functionality:
 - (1) Monitoring Tool entry screen will list all of the monitoring instruments available to an LEA. The assigned monitoring instrument will be determined by the State and communicated to the Contractor.
 - (2) Monitoring instrument sections page for each instrument that will list all of the pages to be completed by the LEA
 - (3) Monitoring instrument workflow:
 - i. Not Started
 - ii. Draft Started
 - iii. Draft Completed
 - iv. LEA IDEA Director Reviewed/Acknowledged
 - v. LEA IDEA Director Returned
 - vi. LEA ESEA Director Reviewed/Acknowledged
 - vii. LEA ESEA Director Returned
 - viii. LEA Authorized Representative Approved
 - ix. LEA Authorized Representative Returned
 - x. TDOE CPM Regional Consultant Reviewed/Acknowledged
 - xi. TDOE CPM Regional Consultant Returned
 - xii. TDOE CPM Reviewed/Acknowledged
 - xiii. TDOE CPM Returned

- xiv. LEA Results Review Started
 - xv. Monitoring Closed
 - (4) Print functionality
 - (5) History log and create comment functionality
 - (6) Issue review area that acts as a workspace for State Users that is not viewable by the LEA at any point
 - (7) Validation framework
 - (8) Create configurable form that will allow the State to identify all of the monitoring requirements that are applicable to each LEA
 - (9) Ability to upload related documents directly into a page of the monitoring instrument or Monitoring Tool
 - (10) Ability to show links on a details page for documents that were uploaded on a related documents page
 - (11) Ability to send automated emails to LEAs and applicable State Users to indicate the status of a monitoring, remind LEA and applicable State Users of upcoming deadlines, or notify LEA and applicable State Users of overdue items.
- b. Monitoring Tool Administration:
- (1) State Users shall be able to manage content and language for monitoring instrument pages and sections, or the Contractor shall make content and language changes at the request of the State.
 - (2) The monitoring instrument shall be made available to State-identified LEA Users.
 - (3) State users shall be able to set deadline dates for Workflow Step sequences.
 - (4) The Contractor shall set up edit permissions (such as view only or view/edit) for a specific instrument Workflow Step/page combination as specified by State Users.
- c. Monitoring Results. The monitoring results categories and descriptions shall be determined by the State. The Contractor shall provide within the Monitoring Tool a report that can be customized to share monitoring results, including the ability for State Users to list and describe each of the following: noteworthy items, promising practices, recommendations, requirements, ten (10) day items (items that an LEA can address within ten business days), and findings of non-compliance.
- (1) Requirements, ten (10) day items, and findings of non-compliance must have the following subsections:
 - i. Topic/Area: This area must pull the section, page, and area of the monitoring instrument to serve as the topic/area. This must be able to be customized by a State User if needed.
 - ii. Description: A text box that allows a State User to describe why the area was not in compliance.
 - iii. Action Step(s): A step or set of steps that the LEA must take to comply with the area.
 - iv. Required Documentation: An area to list documentation that the LEA must upload to prove action steps were followed. The ability to list multiple required documents for each compliance item listed is necessary.
 - v. Recurring: A yes/no dropdown that a State User can select from to note whether the same issue has occurred in the LEA in the past.
 - vi. Deadline for Completion: A calendar and/or an area to list the number of business days until the item is due that will automatically calculate a date is necessary to communicate each deadline to the LEA.
 - (2) Ability for LEA to respond to findings of non-compliance, including a separate response area to upload documentation
 - (3) Search screen to look up findings, ten (10) day items, and requirements that may or may not have a response
 - (4) Ability to set up editable templates of findings and maintain a list of Child Action Items from a drop-down list. These templates could then be optionally selected when creating a monitoring results report.
 - (5) Completed monitoring results reports shall be made available for public access.

- d. Automated Deadline Emails: The Contractor shall create a process that checks monitoring workflow deadlines and monitoring results deadlines and notifies applicable LEAs when items are due or overdue.
- A.9. Comparability Tool. In order for the State to comply with federal requirements, the Contractor shall develop and maintain functionality inside ePlan that allows the State to track the implementation of fiscal processes and Grant programs for all LEAs. The Comparability Tool shall be made available to all LEAs.
- a. The Comparability Tool shall include the following functionality:
- (1) A cover page for LEA information
 - (2) A school page and option to exempt out of comparability
 - i. The school page in the Comparability Tool should automatically prepopulate from the school eligibility in the consolidated Funding Application.
 - (3) Comparisons function to determine compliance using available methods including alternatives. The comparison function content and process will be determined by the State.
 - (4) Funding Application Workflow Steps
 - i. Not Started
 - ii. Draft Started
 - iii. Draft Completed
 - iv. LEA ESEA Director Reviewed/Acknowledged
 - v. LEA ESEA Director Returned
 - vi. LEA Human Resources Director Reviewed/Acknowledged
 - vii. LEA Human Resources Director Returned
 - viii. LEA Authorized Representative Approved
 - ix. LEA Authorized Representative Returned
 - x. TDOE CPM Reviewed/Acknowledged
 - xi. TDOE CPM Returned
 - (5) Print functionality
 - (6) History log and create comment functionality
 - (7) Validation framework
 - (8) Assurances page
- b. Comparability Tool Administration:
- (1) State Users shall be able to manage content and language for Comparability Tool pages and sections, or the Contractor shall make content and language changes at the request of the State.
 - (2) The Comparability Tool shall be made available to State-identified LEA Users.
 - (3) State Users shall be able to set deadline dates for Workflow Step sequences.
 - (4) State Users shall be able to set up edit permissions (such as view only or view/edit) for a specific Workflow Step/page combination.
 - (5) Maintain Comparability Tool landing page
 - (6) Ability to upload documents directly into a related documents section.
 - (7) Ability to send automated letters to LEAs to indicate the status of a comparability report.
- c. Comparability Findings Plan: An LEA must submit a plan explaining the changes that they will make in order to meet comparability requirements as defined by the State. The Comparability Tool shall include a section that allows LEAs that do not meet comparability requirements to upload a comparability findings plan.
- (1) LEAs shall have the ability to upload documents to a related documents section.
 - (2) State Users shall have access to a search screen to look up findings that have and have not been met.
- d. Automated Deadline Emails: The Contractor shall create a process that checks comparability workflow deadlines and notifies applicable LEAs when items are due or overdue.

- A.10. Per-Pupil Expenditure Tool. ESSA requires that per-pupil expenditures be reported at the LEA and school level. The Contractor shall create a Per-Pupil Expenditure Tool in ePlan that allows LEA Users to input federal, state, and local expenditures for each Fiscal Year. This tool shall display to each LEA a list of all of the schools within the LEA, including the school name and the school ID.
- a. For each school, the LEA shall be able to input the following information in a table format, with each item below representing a single field:
 - (1) Dollar amount of federal funds spent on salaries
 - (2) Dollar amount of federal funds spent on benefits
 - (3) Dollar amount of federal funds spent on instructional supplies
 - (4) Dollar amount of federal funds spent on other school-specific expenditures
 - (5) Dollar amount of state/local funds spent on salaries
 - (6) Dollar amount of state/local funds spent on benefits
 - (7) Dollar amount of state/local funds spent on instructional supplies
 - (8) Dollar amount of state/local funds spent on utilities
 - (9) Dollar amount of state/local funds spent on school-specific expenditures
 - (10) Dollar amount of school nutrition expenditures (federal and state/local combined)
 - b. The tool shall display the total for items A.10.a(1) through (4) and A.10.a(5) through (9).
 - c. For each LEA, the tool shall be reviewed and approved by the LEA Fiscal Representative and the LEA Authorized Representative.
 - d. State Users shall be able to download a report of the Per-Pupil Expenditure Tool for each LEA as well as for all LEAs.
 - e. State Users shall be able to upload average daily membership (ADM) data for each school.
- A.11. LEA Fiscal Reports. State and LEA Users shall be able to download approved budgets and Final Expenditure Reports in the user-friendly, readable, and printable format. These report templates shall be designed by the Contractor in collaboration with the State.
- A.12. The Contractor shall provide to the State technical support and hosting of ePlan, which shall include:
- a. Technical Support: The Contractor shall provide telephone, fax, and email support on business days during the hours of 7 a.m.–4 p.m. Central Time to assist in the configuration and use of the GMS. In addition, the Contractor shall adjust hours around critical deadline dates of the application as requested by the State.
 - b. Support Response: The Contractor shall dedicate sufficient numbers of trained support staff to the State account to meet the anticipated volume of support incidents, Monday through Friday, 7a.m.–4 p.m. Central Time, in accordance with the following Service Level Agreement:

Type of Incident	Maximum Response Time
Security vulnerability, FERPA violation, or data breach	15 minutes
Non-compliance with federal or state legislation or policy	1 hour
Reimbursement Request processing	1 hour
Critical GMS processes	2 hours
Non-critical GMS processes	1 business day
Questions	2 business days
 - c. Problem Resolution. The Contractor shall correct, within three (3) business dates (by providing workaround or correction in an upgrade), any reproducible software defects reported.

- c. New Fiscal Year Modifications. The Contractor shall make configuration updates to the budget, application details, and related documents pages for existing Grants in preparation for the new Fiscal Year at no additional cost.
- d. New Enhancements. The Contractor shall transfer new enhancements completed for other states using the GMS that fit into ePlan at no additional cost.
- e. Business Expertise. The Contractor shall meet regularly with State staff to assist in preparing for current application processes, plan for future tasks, and discuss emerging trends in federal education Grant policy.
- f. Reports. The Contractor shall make available a State Reports Module built on Microsoft's SQL Server Reporting Service ("SSRS") Framework. Included in this support service will be the creation of reports that can be generated by the Contractor using Transact-SQL programming constructs.
- g. Ongoing Training. The Contractor shall perform continuing training on the functions of ePlan as requested by the State. Ongoing training shall be done remotely using web conferencing.
- h. Additional Work. The State may request, as its sole discretion, additional work involving the enhancement or modification of ePlan.
- i. Hosting is defined as the hosting of the ePlan website, database, and supporting and related documents and files. The Contractor shall host ePlan as part of the support services, delivering all of the benefits of the Microsoft Windows Azure cloud platform, including ninety-nine percent (99.9%) monthly availability and the capability to scale resources during high traffic. Hosting also includes access to a reporting server that integrates with the ePlan reporting module. The Contractor shall also provide access to a test server which the State can use for LEA training and quality assurance testing. Hosting is included in the price of support.
- j. License fees.

A.13. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

A.14. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

A.15. The State may, at its sole discretion and with written notice to the Contractor, request changes in the Scope that are necessary but were inadvertently unspecified in this Contract.

a. Change Order Creation— After receipt of a written request for additional services from the State, the Contractor shall respond to the State, within a maximum of ten (10) business days, with a written proposal for completing the service. Contractor's proposal must specify:

- (1) the effect, if any, of implementing the requested change(s) on all other services required under this Contract;
- (2) the specific effort involved in completing the change(s);
- (3) the expected schedule for completing the change(s);
- (4) the maximum number of person hours required for the change(s); and
- (5) the maximum cost for the change(s)— this maximum cost shall in no instance exceed the product of the person hours required multiplied by the appropriate payment rate proposed for such work.

The Contractor shall not perform any additional service until the State has approved the proposal. If approved, the State will sign the proposal, and it shall constitute a Change Order between the Contract Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.

b. Change Order Performance— Subsequent to creation of a Change Order, the Contractor shall complete the required services. The State will be the sole judge of the acceptable completion of work and, upon such determination, shall provide the Contractor written approval.

c. Change Order Remuneration— The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved Change Order, without a formal amendment of this Contract, shall be remunerated in accordance with and further limited by Contract Section C.3.c., PROVIDED THAT, the State shall be liable to the Contractor only for the cost of the actual goods or services provided to complete the necessary work, not to exceed the maximum cost for the change detailed in the Change Order. In no instance shall the State be liable to the Contractor for any amount exceeding the maximum cost specified by the Change Order authorizing the goods or services. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

B. TERM OF CONTRACT:

B.1 This Contract shall be effective for the period beginning on July 1, 2019 ("Effective Date") and ending on June 30, 2022, ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole

option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

- B.3. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Two Million One Hundred Seventy Two Thousand Dollars and Zero Cents. (\$2,172,000.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
A.4.g.(1) TDOE return approved but not yet submitted to Edison reimbursement requests to LEA	\$2,000/upon completion
A.4.i.(1) Basic page-specific modifications	\$1,000/per instance
A.4.i.(2) Moderate page-specific modifications	\$2,000 per instance
A.4.i.(3) Complex page-specific modifications	\$5,000 per instance
A.5.a: Capture additional information about grants	\$4,000/upon completion
A.5.c: Configurable Notification Service	\$20,000/upon completion
A.6.a. Funding Application with Simple Grant	\$10,000/per funding application
A.6.a. Funding Application with Complex Grant	\$15,000/per funding application
A.6.a. Simple Grant Added to existing Funding Application	\$5,000/per grant
A.6.a. Complex Grant Added to existing Funding Application	\$10,000/per grant
A.6.g Indirect Cost applicable to all grants	\$2,000/upon completion

A.9. Comparability Tool	\$44,000/upon completion
A.10. Per-Pupil Expenditure Tool	\$12,000/upon completion
A.11. LEA Fiscal Reports	\$1,000/per report template
A.12. Annual Hosting, Maintenance, and Support	\$183,625/per year
A.12.h. Additional Work	\$1,000/per occurrence

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Eve Carney, Executive Director
Office of Consolidated Planning & Monitoring
Tennessee Department of Education
710 James Robertson Parkway, 9th Floor
Nashville, TN 37243
Eve.Carney@tn.gov

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
- 1) Invoice number (assigned by the Contractor);
 - 2) Invoice date;
 - 3) Contract number (assigned by the State);
 - 4) Customer account name: Department of Education & Consolidated Planning & Monitoring;
 - 5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - 6) Contractor name;
 - 7) Contractor Tennessee Edison registration ID number;
 - 8) Contractor contact for invoice questions (name, phone, or email);
 - 9) Contractor remittance address;
 - 10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - 11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - 12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - 13) Amount due for each compensable unit of good or service; and
 - 14) Total amount due for the invoice period.
- b. Contractor's invoices shall:
- 1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
 - 2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
 - 3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - 4) Include shipping or delivery charges only as authorized in this Contract.

- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
 - a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Eve Carney, Executive Director
 Department of Education
 710 James Robertson Parkway, 9th Floor
 Nashville, TN 37243
Eve.Carney@tn.gov
 Telephone # (615) 532-1245

The Contractor:

John Mamula
Harris, Mackessy, and Brennan, Inc.
570 Polaris Parkway, Suite 125
Westerville, Ohio 43082
jmm@hmb.net
(614) 221-6831

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials. The State's exercise of a valid Renewal Option or Term Extension does not constitute an amendment so long as there are no other changes to the Contract's terms and conditions.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this

Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment C, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the

Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or

local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachments A, B, and C;
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.
- To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor

shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

- a. Commercial General Liability ("CGL") Insurance
 - 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - 2) The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.
- b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
 - 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.
- c. Automobile Liability Insurance
- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
 - 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.
- d. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance
- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
 - 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.
- e. Crime Insurance
- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
 - 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars

(\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

- D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

- E.3. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.
- a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
 - (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
 - (2) Any pricing related to the new lines, items, or options;
 - (3) The expected effective date for the availability of the new lines, items, or options; and
 - (4) Any additional information requested by the State.
 - b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
 - c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
- E.4. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

- E.5. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.6. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.7. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.
- E.8. Contractor Hosted Services Confidential Data, Audit, and Other Requirements
- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
 - 1) The Contractor shall ensure that all Confidential State Data is housed in the continental United State, inclusive of backup data.
 - 2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
 - 3) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.
 - 4) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State
 - 5) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.
 - b. Minimum Requirements
 - 1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
 - 2) The Contractor agrees to maintain the Application so that it will run on a

current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

- 3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. **Comptroller Audit Requirements**

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

d. **Business Continuity Requirements.** The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

- 1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 2-4 hours
 - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 8-12 hours
- 2) The Contractor shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are

executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

- e. The Contractor and any Subcontractor used by the Contractor to host State data, including data center vendors, shall be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide the State with the Contractor's and Subcontractor's annual audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor and Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these audits as they are included in the Maximum Liability of this Contract.

- E.9. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Contractor shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Contractor warrants that the Contractor is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Contract. The Contractor agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Contract. The Contractor agrees to maintain the confidentiality of all education records and student information. The Contractor shall only use such records and information for the exclusive purpose of performing its duties under this Contract.

The Contractor shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Contractor agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Contractor access, and to only use such data for the exclusive purpose of performing its duties under this Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Contractor shall be reported to the State within twenty-four (24) hours. Contractor shall indemnify and hold harmless State, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Contractor's failure to comply with this section.

- E.10. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- E.11. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for

individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law.

- E.12. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
 - i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

IN WITNESS WHEREOF,

HARRIS, MACKESSY, & BRENNAN, INC.:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TN DEPARTMENT OF EDUCATION:

PENNY SCWHINN, COMISSIONER

DATE

ATTACHMENT A EPLAN USER ROLES & ROLE DESCRIPTIONS

Community Based Organization User Role Descriptions

LEA 21st CCLC/LEAPS Director

This individual will complete the funding application, including the budget.

This person can click DRAFT STARTED (or revision started) and DRAFT COMPLETED (or revision completed).

Every CBO must have at least one user in this role.

LEA Fiscal Representative

This person will review the funding application, particularly for FISCAL authority. Fiscal review happens after the application draft has been completed and it is intended to be a check to make sure the LEA Fiscal Representative approves the application that is being submitted.

This person will click LEA FISCAL REPRESENTATIVE APPROVED or RETURNED.

Application Status: Draft
 Completed

Change Status To: [LEA Fiscal Representative Approved](#)
 or
 [LEA Fiscal Representative Returned Not
Approved](#)

This person can submit a reimbursement request.

Every CBO must have at least one user in this role.

LEA Authorized Representative

This person will review the funding application for FINAL authority.

This person can click LEA AUTHORIZED REPRESENTATIVE APPROVED.

Every CBO must have at least one user in this role.

LEA Fiscal Update

This person will complete and submit the reimbursement requests.

This person can click DRAFT STARTED and DRAFT COMPLETED for reimbursements.

This person cannot approve an application or revision.

State User Role Descriptions

Statewide VIEW ONLY Access

Selecting this role will allow a State Employee to view District and School Plans, funding applications, and reimbursement requests, but make no changes.

Approve LEA PLANS (CORE Offices)

Selecting this will allow CORE employees to approve LEA Plans.

Allocation Loader

This person will load and process allocations for funding.

Grants Management User

This person will approve reimbursement requests.

State Funds Application

This person will review and approve State Fund Applications.

All Other Roles on the TDOE User Form

These are set up by department for different applications. For example, the Consolidated Application is found under the Consolidated Planning and Monitoring section and the IDEA Discretionary Grant is found under the Special Populations & Student Support section.

For each grant application found on the State User Access Form, the state employee will select if they want to be:

1. Initial Reviewer
2. Final Approver
3. Project Approver

LEA Plan Data Entry

This person can edit LEA Plan or edit any School Plan within LEA District.

LEA Plan Reviewer

This person can edit the LEA Plan and School Plan within the LEA District. This person can approve the LEA Plan and School Plan.

LEA School Plan Reviewer

This person can edit any School Plan within the LEA District. This person can approve any School Plan within the LEA District.

LEA User Access Administrator

This person can add school-level users. This person can manage and update all school-level users.

LEA Role Descriptions

LEA Data View Only

This person can view all ePlan components (plans, funding applications, reimbursements) but NOT edit.

LEA Fiscal Update

This person can edit and submit request reimbursements from ANY funding application.

This role requires CFO approval on user access form.

LEA Fiscal Representative

This person will review the funding application, particularly for FISCAL authority.

This happens after the funding application draft has been submitted and it is intended to be a check to make sure the LEA Fiscal Representative approves or returns the application that is being submitted.

This is the last step before the grant application is reviewed by the department.

This person can submit the State Funds application.

This person can edit and submit reimbursement request if the funding application is approved by the department.

Board Chair

This person can approve the State Funds application.

County/City Clerk or SSD

This person can approve the State Funds application.

LEA Authorized Representative

This person can edit and final approve any funding application.

All Grant Director roles, except the CTE Perkins Basic and IDEA Discretionary, will be able to edit and submit only their respective applications. For example, the Consolidated Director will be able to only edit and approve the Consolidated Application. CTE Perkins Basic and IDEA Discretionary can approve multiple applications.

CTE Perkins Basic Director

This person can edit and submit the Perkins Basic and the Incentive Applications.

IDEA Discretionary Grant Director

This person can edit and submit the IDEA and Preschool Discretionary Applications.

School Improvement Director

This person can edit and submit the School Improvement and District Priority School Improvement Applications.

Note:

All roles in ePlan will allow the user to view other components in ePlan. For example, the Read to Be Ready Director will be able to view the Planning Tool and Reimbursements for their district, but make no changes in the District Plan or reimbursements. A user with a planning role like the LEA Plan Data Entry will be able to view reimbursements and funding applications for their respective district, but make no changes.

ATTACHMENT B FUNDING APPLICATIONS

Consolidated
Coordinated School Health
CTE Perkins Basic
Emergency Impact Aid
Family Resource Centers
Individual Education Account
Other Federal Funds
Priority School State Grant
Safe Schools
State Funds
Teacher Leader Network (TLN)
Voluntary Pre-K
21st CCLC Cohort 2019
21st CCLC Remaining Funds
Charter School Facilities Grant
Charter Schools Dissemination Grant
Charter Schools Grant
CTE Equipment
CTE Incentive
CTE Perkins Reserve Consolidated
District Priority School Improvement Grant
Diversity Innovation Grant
Focus Schools Grant
High Schools That Work
IDEA Discretionary (Ages 6-21)
IDEA Discretionary Supplemental Funds
IDEA Preschool Discretionary Grant (Ages 3-5)
Innovation Zone (iZone)
Lottery for Education: Afterschool Programs
Math Science Partnership
Preschool Development Grant - Expansion
Principal Pipeline Partnership
Project Aware
Read to Be Ready Coaching Network
Read to Be Ready Summer Grant
School Improvement Grant (1003G)
School Improvement Grant - Incubator Funds
School Improvement Grant Cohort 4
School Level Improvement Grant
Student Support and Academic Enrichment
Title III Immigrant
Title III Immigrant Supplemental Funds
Title IX McKinney-Vento
Turnaround Incubator Grant

ATTACHMENT C**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

SUBJECT CONTRACT NUMBER:	61852
CONTRACTOR LEGAL ENTITY NAME:	Harris, Mackessy, & Brennan, Inc.
EDISON VENDOR IDENTIFICATION NUMBER:	0000000431

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION